

Dated: January 10, 2015

To: All Employees of WHIPPERHILL CONSULTING, LLC a Pennsylvania limited liability company

From: Matthew Fantaskey,
President, WhipperHill Consulting, LLC a Pennsylvania limited liability company.

Dear Employees,

I wanted to wish all of WhipperHill Consulting, LLC's valued employees a Happy New Year, and also use this as an opportunity to explain some changes that are going to start effective January 1, 2015.

First

As many of you know I have relocated from Pennsylvania to the great state of Wyoming. I believe this move will place the business in a better position to grow in the future. As a result of this move, I have started a new Company that is established pursuant to the Wyoming Limited Liability Company Act. We will still be using the name WhipperHill Consulting, LLC, however the new company will be governed by the Wyoming Limited Liability Company Act as opposed to the Pennsylvania Limited Liability Company Act. It will also have a new tax identification number.

As a result of this, everyone will receive a NOTICE OF TERMINATION from the Pennsylvania LLC and will need to be "re-hired" by the new company. It is the Company's intent to re-hire all employees, however we will need everyone to complete a "New Hire" packet no later than January 16, 2015.

It is my intent that the new Company will operate consistently with what everyone is accustomed to. That being said, if there are any issues that arise in the transition I request that you promptly advise Jeremiah Frederick and myself.

Second

The new Company will implement an Employee Handbook. You will all receive a copy of said handbook and will further be required to return a fully endorsed/signed EMPLOYEE ACKNOWLEDGMENT form.

Third

The Company has been advised that the Department of Labor is going to issue new guidelines regarding the FAIR LABOR STANDARDS ACT in the first quarter of this year that target the oil, fracking, and natural gas industries. The new regulations essentially mandate that the Company and each employee do a better job of accounting for each hour that each employee works in a week.

In establishing this new system I wanted to make all reasonable efforts that each employee will continue to make the same amount of money (or more) as before. You will receive a day rate plus



overtime (which is determined as $\frac{1}{2}$ time for day rate employees) for all hours worked over 40 in a week. The formula and your individual day rate is described in the new Employee Handbook as well as the Employment Agreement you will sign.

Fourth

Since I am wrapping up the affairs of the Pennsylvania limited liability company, I need to know if any of you have any claims or causes of action against the company. This includes but is not limited to any disputes for unpaid time, discrimination, harassment, etc. If you do, I ask that you please raise them at this time before I divest the Company of its operating capital.

If you have no concerns I ask that you sign the attached waiver form to acknowledge the same. In consideration of that, the Company will provide you with a Cabela's gift card for \$100.00.

I believe open communication with prompt settlement of all employee complaints are essential ingredients for maintaining a productive atmosphere. As an employee of WhipperHill, you have the opportunity to voice your opinions. While the Employee Handbook for the new Company will give you the procedure for raising these concerns in the future, I request you raise any such concerns with me now. Please contact me via email mfantaskey@gmail.com to schedule a time to discuss any concern, claim, grievance, or cause of action you may have.

Sincerely,

WhipperHill Consulting, LLC a Pennsylvania limited liability company

By: _____
Matthew Fantaskey
Its President



WhipperHill Consulting, Inc.
P.O. Box 287
Condersport, PA 16915

Office: (570)447-6787
Fax: (814)274-9458
Cell: (570)447-6787

mfantaskey@whipperhill.com

Notice of Termination

WhipperHill Consulting, a Pennsylvania limited liability company.

Date: _____

From: Jeremiah Frederick
COO, WhippherHill Consulting

To: Employee Name
Employee Address
City, State, Zip

X
Re: Notice of Termination

Employee,

Please take notice that January 31, 2015 will be the last day that this company will be open for business. As such, your employment will be terminated effective that date.

WhipperHill Counsulting, LLC

Jerimiah Frederick
Its COO

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (the "Agreement") is made and entered into by and between WhipperHill Consulting, LLC, a Pennsylvania limited liability company, and any of its successors, divisions, partners, subsidiaries, insurers, related entities and affiliates, current or former officers, directors, employees and agents (the "Company"), and _____, residing at _____ ("Employee").

WHEREAS, the Company is wrapping up its business operations and would like to resolve any outstanding issues with Employee;

WHEREAS, it is the express intention of the Parties to compromise all claims and related issues, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, and to resolve all past differences between the Parties, and to anticipate and avoid any and all future claims, issues and/or differences which might hereafter accrue or arise except as specifically provided otherwise in this Agreement; and

NOW, THEREFORE, with the intent to be legally bound, and for good and valuable consideration, the sufficiency and receipt of which the Parties acknowledge, the Parties agree as follows:

1. **Consideration:** As full settlement and final satisfaction of any and all claims that Employee had, has or may have against the Company, and in consideration for the agreements and obligations set forth herein, including but not limited to the general release set forth in paragraph 2, the Company shall provide Employee with a gift card to CABELAS in the amount of \$100.00.

2. **General Release of All Claims:** Employee, individually and on behalf of himself or herself and Employee's spouse, heirs, executors, testators, representatives, agents, successors and assigns, freely and irrevocably relinquishes, releases, and waives all possible charges, complaints, causes of action, liabilities, obligations, demands, contract rights, and claims against the Company, including any parent companies, subsidiaries, divisions, related or affiliated companies, predecessors, successors or assigns, or its or their current or former employees, agents, shareholders, officers, directors, and sole proprietors (the "Releasees") that may have arisen from the beginning of time to the date of Employee's signature on this Agreement. This includes, but is not limited to, any claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Equal Pay Act, the Civil Rights Acts of 1866, 1871, and/or 1991, the Rehabilitation Act of 1973, the Employee Retirement and Income Security Act, the Fair Labor Standards Act, the National Labor Relations Act, the Family and Medical Leave Act, Executive Order 11246, the Ohio Minimum Fair Wage Standards Act, the Ohio Civil Rights Act, the Pennsylvania Human Relations Act, the Pennsylvania Wage Payment and Collection Law, and all other federal, state, and local laws, ordinances, rules, regulations or orders, all as may have been amended from time to time (collectively, "Released Claims"). This release and waiver of claims also includes any claim for attorneys' fees, expenses and costs; wrongful, constructive or abusive discharge; breach of contract; infliction of emotional distress; assault; battery; libel; slander; defamation; false imprisonment; negligent hiring, supervision and/or retention; interference with contract; or any other tort, common law or contract claim. This waiver and release includes all claims now known to Employee, as well as all possible claims that are not now known to Employee.

Nothing in this Agreement shall be construed to prohibit Employee from filing a charge with or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, or any state or local agency charged with the enforcement of labor or employment laws. Notwithstanding the foregoing, Employee agrees that Employee waives his or her right to recover monetary damages based upon claims asserted in any such charge, complaint or lawsuit filed on Employee's behalf.

3. **Acknowledgements:** In signing this Agreement, Employee acknowledges that:

- The Company asked Employee to report any and all employment-related or wage-and-hour-related complaints that the Employee may have, and Employee acknowledges his or her obligation to do so; and
- Employee has no employment-related or wage-and-hour-related complaints that have not been disclosed to the Company prior to signing this Agreement; and
- Employee does not believe that he or she has been discriminated against, harassed, or retaliated against by the Company; and
- Employee has been properly compensated for all hours worked for the Company throughout his or her employment; and
- Employee further acknowledges that there are no additional wages or payments due to him or her from the Company.

4. **No Complaints Whether In Federal or State Court:** Employee agrees that he or she will not commence any lawsuits in State or Federal Court against the Company or any Releasees nor shall he or she opt-in to or otherwise participate in any legal proceeding, whether in State, Federal, or any other court, concerning the terms and conditions of employment with the Company in any matter involving any Released Claims. Employee further agrees that he or she will decline to opt-in to any current or future lawsuit against the Company or any Releasees alleging violations of the FLSA and will also affirmatively opt-out of any current or future lawsuit against the Company or any Releasees alleging violations of the Ohio Minimum Fair Wage Standards Act or the Pennsylvania Wage Payment and Collection Law.

5. **Non-admission of Wrongdoing:** By entering into this Agreement, the Releasees do not admit any liability or wrongdoing whatsoever, and expressly deny the same.

6. **Changes to the Agreement:** This Agreement may not be changed unless the changes are in writing and signed by all of the Parties or their designees.

7. **Severability:** The Parties agree that in the event any provision(s) of this Agreement is judicially declared to be invalid or unenforceable, only such provision or provisions shall be invalid or unenforceable without invalidating or rendering unenforceable the remaining provisions provided.

8. **Governing Law:** This Agreement, and all of its terms, shall be interpreted, enforced and governed under the laws of the State of Wyoming.

9. **Full and Complete Agreement:** This Agreement constitutes the full and complete agreement between the Parties, and fully supersedes any and all prior agreements, commitments or understandings between the parties, pertaining to the subject matter hereof.

BY SIGNING THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES THAT HE OR SHE HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS IT, AND IS VOLUNTARILY ENTERING INTO IT OF EMPLOYEE'S OWN FREE WILL, WITHOUT DURESS OR COERCION, AFTER DUE CONSIDERATION OF ITS TERMS AND CONDITIONS. EMPLOYEE IS ALSO ADVISED TO SPEAK WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.

AGREED:

**WHIPPERHILL CONSULTING, LLC
a Pennsylvania, limited liability company**

Employee's Signature

By: _____
Matthew Fantaskey

Employee's Printed Full Name

Its: _____
President

Dated: _____

Dated: _____

AT-WILL EMPLOYMENT ACKNOWLEDGEMENT

I acknowledge that my employment with WhipperHill Consulting Inc. ("WhipperHill") is at-will. As an at-will employee, I understand that my employment with WhipperHill is not for a specified period of time. I also acknowledge that my employment may be terminated at any time, for any non-discriminatory reason, with or without cause or notice, by me or by WhipperHill.

I understand that this at-will employment relationship may not be modified by any oral or implied agreement, and that no employee handbook, policies or procedures, performance evaluations, promotions, or length of service can modify this employment at-will relationship.

I further acknowledge that no WhipperHill representatives except for President Matthew P. Fantaskey have the authority to enter into an agreement that alters the at will employment relationship. Any changes in the at-will employment status must be in writing and signed by myself and President Matthew P. Fantaskey. By signing this form, I am acknowledging that I have carefully read this At-Will Employment Acknowledgment, that I understand its terms, and that I have entered into this Agreement voluntarily.

Employee Signature

Printed Name

Date

[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]

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